

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Valley Group Inc		01/27/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Summitbridge National Investments II LLC		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2557028	SUN PACIFIC BOUQUET	
Registration Number:	2557013	SUN PACIFIC BOUQUET	
Registration Number:	3233943	LOST COAST LILIES	
Registration Number:	3977469	DUBLET	
Registration Number:	3897062	LILYTOPIA	
CORRESPONDENCE DATA			
Fax Number:	2026823580		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2026823511		
Email:	mlyons@kayescholer.com		
Correspondent Name:	Mary Lyons		
Address Line 1:	901 15th Street NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Mary Lyons		
SIGNATURE:	/Mary Lyons/		
DATE SIGNED:	04/29/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, The Sun Valley Group, Inc., a California corporation (herein referred to as “Grantor”), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Revolving Loan Agreement, dated as of January 27, 2014 (as amended, restated, amended and restated, supplemented or modified from time to time, the “Loan Agreement”), among Grantor, its affiliates party thereto, and SummitBridge National Investments II LLC (together with its respective successors and assigns, the “Lender”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of January 27, 2014 (as amended, restated, amended and restated, supplemented or modified from time to time, the “Collateral Agreement”), among Grantor, the other grantors party thereto, and Lender (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee a continuing security interest in or other Lien on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any trademark license, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Loan Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 27th day of January, 2014.

THE SUN VALLEY GROUP, INC.

By: 

Name: Todd Walker

Title: Secretary

ACKNOWLEDGED:

**SUMMITBRIDGE NATIONAL
INVESTMENTS II LLC**

By: _____

Name: 
Title: **Glenn P. Cummins**
Treasurer

SCHEDULE 1
to
Trademark Security Agreement

UNITED STATES TRADEMARKS:

Registrations:

Owner	Mark	Reg. Date	Reg. No.
Sun Valley Floral Farms, LLC	SUN PACIFIC BOUQUET	4/2/2002	2,557,028
Sun Valley Floral Farms, LLC	SUN PACIFIC BOUQUET AND DESIGN	4/2/2002	2,557,013
Sun Valley Floral Farms, LLC	LOST COAST LILIES LOGO	4/24/2007	3,233,943
Sun Valley Floral Farms, LLC	DUBLET	6/14/2011	3,977,469
Sun Valley Floral Farms, LLC	LILYTOPIA	12/28/2010	3,897,062

Applications:

None.